

SAN RAMON CERTIFIED FARMERS' MARKET
Forest Home Farms



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CERTIFIED FARMER'S MARKET RULES AND REGULATIONS
San Ramon Certified Farmers' Market

I. PURPOSE

The San Ramon Certified Farmers' Market ("the Market") is established primarily for the benefit of producers, consumers and the community. It provides:

- Small farmers with a direct outlet where they can sell the fruits, vegetables, eggs, honey, flowers, etc that they themselves produce,
- Consumers with an opportunity to buy fresh quality products at reasonable prices directly from producers,
- The community with a festive gathering place honoring Forest Home Farm as a historical agricultural destination for people to appreciate and enjoy.
- Consumers with access to nutrition education, healthy choices, sustainable agriculture and knowledge of community resources.
- The opportunity for San Ramon residents to improve their quality of life.

II. TYPE OF MARKET

The San Ramon Certified Farmers' Market (hereinafter "Market") is certified by the Contra Costa County Agricultural Commissioner as a direct marketing outlet to sell certifiable agricultural products and non-certifiable agricultural products, as well as non-agricultural products in an area adjacent to the certified farmers market (CFM).

III. GOVERNANCE

The San Ramon Certified Farmers' Market is managed, operated and controlled by the City of San Ramon. The Market Director is responsible for making, implementing and enforcing all policy decisions in a fair and equitable manner. The Market Director may at any time, amend, delete or modify the following Market rules and policies. Whenever possible, sellers will be given a two (2) weeks' advance notice by mail.

Any approved seller or applicant aggrieved by the action of the Market Director or other designated agent can appeal to the City of San Ramon whose decision is final (see section on Due Process).

IV. ADMISSIBLE PRODUCERS & PRODUCTS:

1. AGRICULTURAL PRODUCERS (Farmers, Fishermen)

Certifiable Agricultural Products: Certifiable products; fresh fruits, vegetables, nuts, eggs, honey, flowers, and nursery stock may be sold. Non-certifiable agricultural products such as dried fruits, vegetables, beans, juices, jams, fresh meats, and fish and shellfish grown in controlled aquaculture facilities may also be sold.

All products sold as **ORGANIC** must be grown, produced, or processed in accordance with the California Organic Products Act of 2003. In addition, a copy of the organic registration must be supplied to the Market.

Second Certificates: Growers may sell the products of two other growers, in addition to his or her own products, providing they supply the certificate noted above for themselves and the other grower(s), and a letter showing the permission of the other grower(s) for the sales. The additional grower(s) must also be listed on your certificate. The products of the two growers must be clearly separated on the table. A \$50.00 stall fee will be assessed for the second certificate.

Non-Certifiable Agricultural Products: These include dried fruits and vegetables, processed nuts, juices, jams, pickled or smoked agricultural products, live animals, livestock, aquaculture, viticulture and vermiculture. These products may be dried, ground, roasted, juiced, smoked or otherwise altered in a one-stage process by a second party. Canned foods are permitted if processed in an approved facility. Products in this category must have been grown, bred, raised, cultivated or collected upon land, which the producer controls.

Non-Agricultural Products Adjacent to CFM: Baked goods or prepared foods may also be sold at the discretion of the Market.

All products sold at the Market shall meet the requirements of the California Agricultural Code, Title 3, Article 6.5 and the California Health and Safety Code. Packaged products must be labeled with the name of the farm or producer, ingredients, address, and weight of contents. High quality, vine-ripened, fresh produce is expected. Lower grade produce must be marked as such and priced accordingly. Scales or balances are required for commodities that must be weighed. These must be certified and sealed by the County Sealer at the Department of Weights and Measures on an annual basis.

2. NONPROFIT CORPORATIONS & COMMUNITY INFORMATION GROUPS On a space available basis, local nonprofits may distribute literature promoting their organization and solicit signatures, volunteers, and donations. Ask for a nonprofit vendor application.

3. SPONSORS

Market sponsors may advertise and distribute literature and provide free samples and demonstrations of their products and services for the duration of their sponsorship period.

V. ADMISSION OF PRODUCERS AND PRODUCTS TO THE MARKET

1. APPLICATION - Every prospective seller must complete an application to sell. Applications must be submitted annually. All items intended for sale shall be listed on the application and only those items approved for sale will be allowed to be sold. The application must be submitted to and approved by the Market Manager prior to the

seller being able to sell at the Market.

The completed application packet shall include:

- a. The signed market rules
- b. The completed application
- c. Copies of all appropriate certificates and permits
- d. The Market Manager may request product samples in order to evaluate quality.

2. ADMISSION - Producers and products admission to the market will be at the discretion of the Market Manager. In his/her decision, the Market Manager will take into account:

- a. Producer's positive or negative history of the compliance with state, local government and Market Rules & Regulations.
- b. Producer's history of market participation. When practical, significant weight, priority, and preference should be given to producers returning from previous seasons.
- c. The market commodity mix and consumer demand as determined by the market manager.
- d. The competitive availability and number of sellers of producer's product present within the Market. If practical, monopolies and surfeits (gluts) should be avoided.
- e. The prices, quality and freshness of the products offered to the public by the seller.
- f. The number of unreserved spaces and other limitations of the Market.

Only producers who have produced all requested documents and have been approved by the Market may sell at the Market. They are referred to as "approved Sellers".

All products must be individually approved by the Market Manager to be allowed for sale at the market.

Approved vendors agree to commit to try the Market for a minimum period of 6 months.

VI. FEES & LOAD LIST

1. FEES - Stall fees are as follows:

- Agricultural producers: \$30 for that market day
- Non-agricultural producers: \$40 or 6%, whichever is greater.
- Fee for commercial vendors is \$50 per market day.

Annual Market Membership fee is \$50.

Stall fees are to be remitted to the Market Manager at the end of each Market day no later than 1:00 PM.

Stall fees may be waived by the Market Manager if weather prevents sales activities from taking place or at the discretion of the Market Manager. However, the Market is open on rainy days and stall fees will be collected if more than one half of the Market hours are spent selling.

2. LOAD LIST/ NON-FOOD VENDOR SALES SLIP - Sellers in all categories are responsible for completely filling out the load list and paying the fee at the end of Market

day. All load lists must list commodities sold, commodity unit price and accurate gross income per commodity.

VII. RESERVATIONS & CANCELLATIONS

1. RESERVATIONS - advance stall space reservation is required and must be made by the Producer directly to Market Manager.

2. CANCELLATIONS - should be made at least one week in advance in consideration of the Market's desire to present a filled marketplace for shoppers. Producers who cannot attend the Market due to unusual circumstances such as truck breakdown on route to Market must contact Market Manager within 24 hours after Market day to confirm a selling space for the following week. Vendors who fail to show up at the market repeatedly and/or without notice or follow up, and regardless of the reason may forfeit their right to sell at the Market.

VIII. STALL ASSIGNMENT & SET-UP

1. STALL ASSIGNMENT - The producer's location, space size and other factors of assignment of selling space within the Market shall be at the reasoned discretion of the Market Manager, in accordance with the policies, rules and regulations established by San Ramon Certified Farmers' Market. Final decision for space assignment and location rests with the Market Manager. Every effort is made to assign permanent space locations to Market participants, whether participation is seasonal or year round. This ensures continuity, which is beneficial to the participant and to the overall operation of the Market. However, occasionally changes must be made in location, which are unavoidable. In making any determination in this regard, the Market Manager shall consider the following:

- to alleviate chronic overcrowding,
- to make better use of the space available,
- to fill empty spaces.
- to accommodate for special events & festivals

2. CREDENTIALS - Growers/Vendors must show the Market Manager their required credentials. Additionally, all growers must post their EMBOSSED certified producer's certificate, and if applicable, their health permit and license to sell nursery stock, at the stall. Copies of these credentials must be supplied to the Market Manager for inclusion in the permanent Market records.

3. STALL SPACES - Growers/Vendors must accept the space assigned by the Market Manager. Stall spaces may be reserved in advance, **but may be assigned to another vendor if not occupied by 8:00am**

4. PRICES - Prices of all commodities must be clearly marked.

5. CLEANLINESS - Growers/Vendors must maintain the space assigned to them in a clean and sanitary condition, & when vacating the premises must remove from the area all equipment, produce, trimmings, wrappings, & containers.

6. LIVE ANIMALS - No live animals are allowed in any area where food is stored or sold, except for service dogs or dogs used by the blind.

7. STALL LOCATIONS - In accordance with the new California Direct Marketing Rules & Regulations, certifiable & non- certifiable agricultural products will be clearly separated from non-agricultural products.

8. STALL APPEARANCE & PRODUCT DISPLAY - Sellers must provide their own tables and canopies. Umbrellas and peaked canopies are encouraged. Tarps are not allowed.

Stalls and product display must enhance the customer's experience and perception of the seller and Market. Stands shall be set up in a neat and professional manner. In an effort to increase sales, the manager may suggest alternative displays to improve individual and overall appearance. Seller will ensure no spoiled product is on display and that shade is provided for all perishable products.

IX. PERMITS, LICENSES & DOCUMENTATION

All sellers must comply with all applicable Federal, State and local laws, ordinances and regulations and obtain all necessary permits. All certified and non-certified agricultural products sales shall be in conformity with the current State Direct Marketing Regulations for Certified Producers (California Code of Regulations Title 3,1392.)

Vendors should be aware that the Market's liability insurance does NOT cover sellers. It is recommended you obtain your own liability insurance. (It is **recommended** that all applicants provide a certificate of insurance insuring them as follows: \$1,000,000 Product & Comprehensive General Liability Insurance naming the City of San Ramon Market and Harvinder Singh Consulting as additionally insured.)

1. CERTIFIED PRODUCERS (fresh fruits & vegetables, eggs, honey, nuts in the shell, nursery stock& cut flowers)

- A completed application.
- The **Hold Harmless page** (last page of these rules) signed by the Producer.
- A current **Certified Producer's Certificate** listing those commodities (certifiable & non-certifiable) the Producer is offering for sale. Please mark on the certificate those products, which you will bring to the market and the months during which you will sell them, if they are different from the harvest months.
- **An Employee Authorization** Letter printed on letterhead (or with return name, address and phone number) signed by the Producer, naming each employee and family member that may sell for the Producer. For family members, please indicate their relationship to the owner. No commission sales are allowed.
- Second Certificate: If the producer sells the produce of a Second Certificate, each certificate must be referenced on the other producer's Certificate. No more than one second certificate is allowed. If a second certificate Producer is unable to verify his/her sales on any Market day, he/she will not be permitted to participate in the Market.
- Non-Certifiable Agricultural Products / One-Stage Processed (products resulting from a one-stage process of a certified product such as jam, juice, dried fruits...)
 - *the Certified Producer's Certificate* must list the certified product used to produce the non- certified product. For example, jam producers must have a Certified Producer's Certificate listing the fruits used for jams.

– *Health permits* must also be provided.

- Non-Certifiable Agricultural Products / Other Products (live animals, livestock, aquaculture, viticulture and vermiculture): a *Proof of Producership*. Producers may be asked to produce documentation or verification related to their production. Verification may involve a site visit to place of business with due notice (24 hours) by the Market Manager.

- Nursery Stock: a Nursery Stock License (cut flowers are exempt).
- Cut Flowers: a Seller's Permit from the Board of Equalization (BOE)

- Organic Products: an Organic Certification as per the National Organic Program and the California Organic Product Act of 2003.

- No Pesticide or No Chemicals Claims: an Applications Use Form (see section X.4).

2. PREPARED and PROCESSED FOODS (prepackaged foods, bakery products, hot foods...) No commission sales are allowed.

- A completed application.

- The Hold Harmless page (last page of these rules) signed by the Vendor.

- Health Permits.

- Hot foods* and carbonated or effervescent drinks: a Seller's Permit from the Board of Equalization (BOE). * Other food products and plants that produce food for human consumption are exempt.

3. NON-FOOD VENDORS – A Seller's Permit from the State Board of Equalization (BOE) or documentation showing tax-exempt status.

X. POSTINGS

1. PERMITS & LICENSES - All required permits, licenses and documentation, with the exception of the signed Market Rules shall be conspicuously posted at each stand in plain view of the public and enforcement personnel during Market hours. A copy of all documentation shall be made available to and kept on file with the Market Management.

2. SECOND CERTIFICATES - Second Certificate Producers must also have their embossed certificate clearly posted. All produce must be separated so it can be identified by Certificate.

3. PRODUCER'S NAME– Producers are strongly encouraged to display a sign (at least 12" x 24") identifying their business name and city or town of production. Prepared and hot food vendors are required to display their address and contact information.

4. PRODUCT INFORMATION & CLAIMS - Sellers shall only display or advertise items that have been approved for sale.

- *Prices* - Prices shall be clearly noted for the benefit of the consumers. Prices should, whenever possible, be below retail prices. Collusion or any pressure among sellers to alter prices is strictly forbidden, based on federal anti-trust law.

In order to avoid unfair competition, backyard farmers that sell their product as a supplemental income or hobby, shall not price their goods below a reasonable and fair market price.

- *Product Variety* - Sellers are strongly encouraged to display signs identifying their products' name and variety. Notes about the product taste and uses are also encouraged as they help sales.

- *Organic Products* – No Producer may use the term "organic" unless the following language is posted: "ORGANICALLY GROWN IN ACCORDANCE WITH CALIFORNIA ORGANIC FOOD ACT". Additional signage indicating membership in or certification by an organization, which certifies organic farming practices, such as California Certified Organic Farmers (CCOF) may also be posted in addition to the Organic Foods Act language. Organic producers must maintain three years of records to verify compliance with organic standards. When an organic grower is also selling non-organic produce at the same stand, the non-organic produce must be clearly separated from the organic produce and clearly labeled "non-organic" in letters at least 2 " high. A Market violation will be issued to anyone who falsely advertises "Organic" growing practices, either in signs or in verbal claims. The Organic Registration Form must be clearly posted at the stand.

- *"No Pesticides" & "No Chemicals" Claims* - Producers that are not certified Organic and that wishes to claim "No Pesticides" or "No Chemicals" must identify, on an Application Use Form (described below and available from the Market Manager) any synthetically compounded product applied to the crop. The Application Use Form must be posted immediately adjacent to the "No Pesticides" or "No Chemicals" sign. The words "No Spray" are not permitted in any signage, as they are vague and do not identify compounds applied.

Application Use Form (Sample Only)

<u>Application</u>	<u>Name</u>	<u>Compound</u>
Fertilizer	Urea	Synthetic Nitrogen
Pesticides*	No	
Growth Regulator	No	

* These include fungicides, herbicides and rodenticides.

A Market violation will be issued to anyone claiming "No Pesticides" without an applications Use Form posted immediately adjacent to the sign claiming "No Pesticides."

5. PACKAGED PRODUCTS – Packaged products must be labeled with the producer name, address, product name, ingredients and weight.

6. SCALES - All producers using a weighing devise (scale) must have the scale registered and sealed within the previous 12 months by County Weights and Measures. You must have your receipt for registration with you all times to verify that your scale is registered. The county sticker indicating the scale has been sealed must be visible and current. Registration and seals from any county are valid in every county statewide.

XI. PRODUCT QUALITY

1. STANDARDS - All products will be expected to be of the highest quality, of taste, freshness, or craftsmanship. Sellers of low quality products are subject to penalties and may ultimately forfeit their right to sell at the Market.

2. MINIMUM GRADE - All produce must meet USDA minimum grade requirements, and must represent a "field run" or better quality range. Additionally, all containers of produce offered for sale must not exceed California Department of Food and Agriculture (CDF A) tolerance for spoilage and waste. Containers of culls only will not be permitted for sale and will be immediately removed from sale with a warning issued unless the grower is also selling the same product at a "field run" standard or better. Culls must be clearly labeled as "culls", "overripe", "canning grade" and priced accordingly. Subsequent violations will be subject to additional penalties.

3. PRODUCT INSPECTIONS - All commodities and products shall be subject to inspection at any time by the County Agricultural Commissioner, the Department of Environmental Services (Health Department) and/or the Market Manager.

4. CUSTOMER COMPLAINTS - Customers who have a legitimate complaint about the produce they purchase should be given a full monetary refund or replacement of equal value. It is the Market's policy to satisfy the customer and to promote good will by being generous with produce. If produce is overripe and must be consumed the same day, the customer must be informed in advance. If a customer wished to exchange only a partial bag of produce, only partial credit is due.

XII. HEALTH & SAFETY

1. LEGAL REQUIREMENTS - This Market is conducted in accordance with the local, state and federal laws and ordinances. Sellers should be familiar and in compliance with all health and safety guidelines. Seller must comply immediately with Manager's safety instructions. Sellers and products must comply with the California health code and federal standards.

2. STALL'S IMPLEMENTS - Producer vehicles, tables, and overhead shades must be maintained and used in a safe manner. Legs must be firmly locked into place on the shades. Tables must have smooth edges and remain stable when loaded with produce. Shades must be tied down or weighted. Tarp poles must not obstruct traffic flow and care must be taken when setting up or taking down displays. By determination of Market Management, removal of canopies may be required at any time during Market hours due to windy conditions. Canopy removal shall take precedence over sales activities. Frame assemblies may remain in place as long as they are securely tied down. All Producers must comply with the following safety rules:

- No display tables filled over carrying capacity.
- Product arrangements are stable and not ready to fall.
- Legs of tables are secure and not caving in.
- All connecting rods of the shade set-ups are secure in their fittings.
- Canopy assemblies are tied or weighted down.
- No pets.

3. CLEAN SELLING SPACE – Sellers are required to maintain their individual selling space in a clean, safe and sanitary manner, including protecting the pavement from drips from any part of Seller's vehicle as well as from highly staining items, such as grapes, raspberries. Hot food vendors must use

tarps to protect the ground from stains. Vendors must clean and sweep their selling space prior to leaving the site. Failure to do so may result in market violations.

Sellers are responsible for bagging and removing their own trash (produce waste, overripe or leftover produce and boxes) at the close of Market day. Sellers may not dispose of their trash in the city dumpsters or in any trash receptacles intended for customer use. They may not leave it at the curb to be picked up by the maintenance crew.

Sellers who stuff public trashcans with farm product waste (not including papers and wrappings from breakfast, lunch or items purchased while at the Market) may be required to pay a disposal fee of up to \$100 per occurrence.

4. FOOD SAFETY

- All food products must be kept a minimum of 6" off the ground.
- Food preparation (except trimming) within the Market is prohibited except for Commercial Sellers.
- Processed foods must be processed in an approved facility, and packaged and labeled under sanitary conditions, and the seller must display their Health Department permit.

5. PRODUCT SAMPLING

Procedures for the cutting of produce have been established by the Health Department and must be followed to ensure that sanitation standards are maintained. In order to offer cut samples you must have a complete sampling set up and follow sampling procedures as follows:

Sampling Set-up

- Water container with downward-facing spout (for hands and produce washing)
- Smooth, non-absorbent cutting board
- A knife used exclusively for sampling
- 1% chlorine solution for sanitizing the cutting knife and other utensils
- Liquid pump soap dispenser (bar soap is not acceptable)
- Single use (paper) towels
- Cover for cut samples
- Toothpicks or skewers for handing out samples
- Bucket to catch wash water.

Preparation and distribution of food samples from agricultural products is allowed provided that the following sanitary conditions exist:

Sampling Procedures

- All produce must be washed before cutting
- Samples must be cut out of reach of customers. Samples must be kept in clean, covered containers approved by the Health Department such as clear plastic with hinged lids or clear dome covers.
- Samples must be served to customers on a toothpick or skewer. Plates full of cut samples may not be left out for customers to serve themselves.
- A covered trashcan must be available for discarded sample skins & toothpicks.
- Hands must be washed prior to cutting samples. Plastic gloves may be worn but they do not replace hand-washing requirements.
- Bucket containing wash water must be disposed of in a public sewer system or taken home for disposal. Wash water may not be dumped in planters or storm drains.
- Potentially hazardous food samples shall be maintained at or below 41°F. All other food samples shall be disposed of within two hours after cutting.
- Anyone who is not following the sampling guidelines must immediately stop sampling and get into compliance with the proper procedures. A second violation of sampling procedures will result in suspension of sampling privileges for up to three months.

6. SMOKING - is not permitted in produce display and immediate sales area during Market hours.

7. TRAFFIC – No vehicle is allowed in the Market during Market hours. Auto and truck flow must not endanger pedestrians. No bicycling, skating or skateboarding is allowed in the Market. Seller's truck, tables and merchandise must be within the space and not impede the customer flow. Vendors arriving after market opening must get the Manager's approval before offloading. Repeat late arrival may forfeit the vendor's right to sell at the Market. If a Producer arrives after the Market has started, and if the Manager's has authorized offloading, his or her truck must be escorted into the Market by a traffic control person on foot, who alerts pedestrian traffic that a truck is coming. The traffic control person shall remain on foot and with the truck until it is safely parked. (Traffic control person may be farmers' employee, another farmer, or Market personnel.) For safety and security reasons, no sales may take place before the Market opens nor after it closes. Sellers may be prohibited from leaving prior to close to ensure safety and a full market for customers.

XIII. STANDARD OF CONDUCT

1. Common courtesy in dealing with customers and other sellers is essential to creating and sustaining loyal customers for all sellers and ultimately developing a successful Market.

2. Sellers are expected to be honest and to conduct themselves in a courteous and friendly manner. Everyone is expected to treat other sellers, staff, customers and officials with respect. The farmers are asked to assist the Manager in all possible ways to maintain the quiet and friendly atmosphere of the Market.

XIV. CAMPAIGNING AND PROSELYTIZING

The Market is not a forum for political or religious activities. Vendors are asked to refrain from campaigning or proselytizing. Space will not be allotted for this purpose.

XV. NON-PROFIT ORGANIZATIONS & COMMUNITY INFORMATION GROUPS

1. Non-profit organizations and community information groups ("organizations") shall be allowed at the Market whenever space is available. Each organization will be assigned available dates in advance and assigned space by the Market Manager.
2. No private or commercial advertising or sales of any items will be permitted. However, donations may be solicited for the general support of the organization.
3. Organization representatives shall not interfere with Market operation by aggressively soliciting signatures, donations or attention. Such activities shall not block sidewalks or access to assigned stall spaces. Representatives will stay within boundaries established by the Manager.
4. The Market retains the right to regulate the time, place and manner of activities relating to displays, signs, posters, placards, and other expressions of the interests represented. The use of "fighting words," obscenities, grisly or gruesome displays or highly inflammatory slogans likely to provoke a disturbance may be prohibited by the Market Manager.
5. Each organization must prominently display its name, and must comply with all applicable Market rules.

XVI. PERFORMING ARTISTS

1. Performing artists will be selected by the market manager to showcase their skills and talents.
2. All aspects of the performance will be strictly regulated by the market manager(s) including but not limited to volume, content, duration, and safety.
3. Performers are not paid, however they may advertise, distribute literature, and sell products showcasing the talents which they are demonstrating that day at the market.

XVII. SPONSORS

1. Financial sponsors of the San Ramon Farmers Market shall be provided space in the market for the duration of their sponsorship period **on a space available basis** and at the discretion of the market manager.
2. Sponsors may advertise and provide free samples and demonstrations but may not sell any products or services. Sponsors wishing to vend must apply in the appropriate category.

XVIII. VIOLATIONS & PENALTIES

1. **GENERALLY:** These regulations have been adopted by the City of San Ramon Certified Farmers' Market to supplement the California Direct Marketing Regulations

(California Agricultural Code, Title 3, Article 6.5). The City has appointed a Market Director to supervise the Market and to be helpful to the producers and consumers who use it. The Market Director must act in accordance with the City's decisions and policies.

2. NON-COMPLIANCE: Any variation from the foregoing regulations may preclude the seller's right to participate in the Market. The San Ramon Certified Farmers' Market including its officers, directors, volunteers, agents & employees, have the authority to enforce these regulations and to suspend non-conforming sellers.

The Market Manager and any other agent assigned to do so, has the right to issue warnings and take appropriate action against Vendors who violate the Market's rules and all other applicable regulations and laws. Penalties for violating the rules set forth herein may include fines, suspension of selling privilege or loss of space. Verbal warnings will be followed with a written warning for any violation prior to a fine or Market suspension.

Written notices of violations of Market rules will be issued following schedule of penalties, unless otherwise stated in these rules:

1st violation: Warning

2nd violation: Suspension for 1 Market day

3rd violation: Suspension for 1-3 months.

Subsequent violations will be penalized by Management decision, up to permanent expulsion.

In the case of unreasonable or outrageous conduct considered detrimental to Market safety or welfare, the Manager has the authority to impose an immediate fine and/or suspension. Certified Producers caught reselling will be permanently suspended upon the first violation.

2. CUSTOMER COMPLAINTS – The Market has a written complaint form to be filled out by any customer wishing to file a complaint regarding his or her treatment by any farmer. Only very serious complaints are put on a complaint form; most misunderstandings can be resolved without filing a formal complaint.

Once a written complaint is submitted, Market Management will verify it. The same penalty schedule as for Market violations will apply.

3. DUE PROCESS - Sellers wishing to appeal an expulsion or suspension from the Market shall have the right of due process with a hearing before the City of San Ramon on any action taken. The appeal must be submitted in writing to, indicating the reasons for retaining selling space at the Market:

City of San Ramon
2222 Camino Ramon
San Ramon, CA 94583

Decision by City of San Ramon will be given in writing within 30 days of receipt of the complaint. Their decision will be final. Until this decision is reached the Market Manager's sanction remains in effect.

XX. SIGNATURE & HOLD HARMLESS

I (the undersigned), hereinafter "Producer ", in consideration of being provided space at the San Ramon Farmers' Market, agree with the following terms and conditions:

Producer acknowledges receipt of and agrees to abide by the San Ramon Certified Farmers' Market Rules pursuant to the interpretation of the Market Management as well as any related laws and regulations established by the city, county, state and federal government.

Producer shall indemnify, defend and hold harmless the City of San Ramon, its City Council, boards and commissions, officers, agents, employees and Harvinder Singh from Local Roots and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including reasonable attorneys' fees, regardless of the merit or outcome of any such claim or suit, arising from or in any manner connected to the willful misconduct or negligent acts, errors or omissions of Producer, its agents and employees, in connection with Producer's participation in the San Ramon Certified Farmers ' Market, and in the performance of services, work or activities under this Agreement and the San Ramon Farmers' Market rules.

In witness whereof, this Agreement is executed this day of _____, 200____.

Signature: _____

Name (print): _____

Business Name: _____

Phone where Signatory can be reached: _____

The market rules must be signed by the person who signed the producer's certificate or by the business owner and be returned to the market manager within three weeks of starting to participate in the Farmers' Market.

Producers are responsible for keeping all their documents current and valid. They are also responsible for keeping current address and phone numbers on file.